

**SERIAL 07095 RFP RYAN WHITE PART A SERVICES – MEDICAL/NON- MEDICAL CASE
MANAGEMENT – WMD
CONTRACT – CPLC (Award effective May 29, 2008)**

DATE OF LAST REVISION: March 16, 2011 CONTRACT END DATE: March 31, 2014

AMENDMENT #1(DTD 11/26/10) SEE CHANGES TO SECTIONS: 1.0, 2.0, 2.1, 3.3.2 – 3.3.9, 3.4 (Removed), 3.5.1 – 3.5.2, 3.5.3, 3.5.4, 3.6.1 – 3.6.4, 3.7, 3.7.1 A – G, 3.8.1, 3.8.2, 3.18.1.2, 3.20, 3.21.1, 3.21.1.1, 3.21.1.3, 3.22.1, 3.22.3, 3.22.4, 3.23.1, 3.23.2, 3.23.3, 3.23.5, 3.24.1, 3.24.2, 3.25.1 – 3.25.9, 3.26.1, 3.26.2, 3.26.3, 3.26.5 - 3.26.9, 3.27.1 – 3.27.4, 3.28.1 – 3.28.3, 3.29.1 – 3.29.6, 3.31, 3.33.2, 3.35.3 – 3.35.6, 3.43.2, 3.44, 3.50.1, 3.51 – 3.51.4, 3.53, 3.53.1, 3.54, 3.55.2 – 3.55.5 and 3.61 – 3.63

CONTRACT PERIOD THROUGH MARCH 31, ~~2014~~ 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RYAN WHITE PART A SERVICES – MEDICAL/NON- MEDICAL
CASE MANAGEMENT – ~~HCM~~ WMD**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2008 (Eff. March 01, 2008)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Materials Management
Chris Bradley, Business Strategies and Health Care Programs
Rose Conner, Workforce Management and Development

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

Signature:

Date:

1.0 **SCOPE OF SERVICES:**

Medical Case Management Services (including treatment adherence) are a range of client-centered, core medical services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client's and other key family members' needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include (1) initial assessment of service needs; (2) development of a comprehensive, individualized service plan; (3) coordination of services required to implement the plan; (4) client monitoring to assess the efficacy of the plan; and (5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services. This includes all types of case management including face-to-face, phone contact, and any other forms of communication.

Non-medical case management (support) services include the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Non-medical case management does not involve coordination and follow-up of medical treatments, as medical case management does.

Medical and Non-medical Case Management Contractors will administer Ryan White Part A Financial Assistance funds as allocated to the Contractor. These funds may include Health Insurance Premium and Cost Sharing Assistance, and other client financial assistance programs approved and funded according to the directives of the Planning Council.

Medical and Non-medical Case Management Contractors are considered Contractors for Minority AIDS Initiative (MAI) funding if the Contractor and County identify the need for the Contractor to serve HIV/AIDS positive minorities as defined by the current MAI implementation plan.

NOTE: The administering entity for this contract is the County's Workforce Management and Development department's Ryan White Part A Administrative Agent. The following terms will be used interchangeably throughout this document to refer to the administering entity: "Ryan White Part A", "Administrative Agent (AA)", and "Maricopa County Workforce Management and Development (MCWMD)".

~~Emphasis on Primary Medical Care services: MCHCM continues to emphasize more specialized care with the value of improved clinical outcomes associated with care from HIV knowledgeable/experienced providers, expanded access to and availability of mental health services, and specialized medication adherence and monitoring support. FY2007 funding for Primary Medical Care is \$1,437,576 (25% of allocations).~~

~~The legislation of the Ryan White HIV/AIDS Treatment Modernization Act of 2006 requires the separation and distinction between Medical Case Management (Core Service) and non-Medical Case Management (Support Service) for monitoring of clinical outcomes that support a client's health status. Effective in FY 2008, all providers must clearly delineate services between Medical Case Management and non-Medical Case Management. Please reference the HCM Policies and Procedures Manual for further clarification.~~

- ~~● Increased access to care in rural areas: Expanded partnerships with clinics in the rural areas of the EMA are being currently being developed by the Administrative Agency and the Planning Council. Cost effectiveness and service delivery challenges are being addressed to provide the improved outcomes associated with patient compliance while addressing the underserved and disproportionately impacted rural areas of the EMA. Services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to core and support services.~~
- PLANNING COUNCIL DIRECTIVES

- ~~• In the ongoing efforts of the Ryan White Part A Planning Council to reach the historically underserved communities, the following directives have been issued for Case Management~~
- ~~• It is the responsibility of the Provider(s) to adequately promote the availability of their (awarded) service category(ies), including locations and hours. For more details, see section 4.28, PROGRAM MARKETING INITIATIVES, of this RFP.~~

2.0 **CONTRACTURAL ADMINISTRATIVE LANGUAGE:**

2.1 REFERENCES:

Respondents must provide in this application (SEE SERVICE PROVIDER APPLICATION FORM) and at the County's request at any time during the life of this contract at least five (5) reference accounts to which they are presently providing like service and/or to which they provide or receive HIV/AIDS service referrals. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

~~Respondents must provide (SEE SERVICE PROVIDER APPLICATION FORM) at least five (5) reference accounts to which they are presently providing like service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.~~

2.2 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

2.3 CONTRACTOR STATUS:

The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County

2.4 PROPRIETARY INFORMATION:

Proprietary information submitted by a Respondent in response to a Request for Proposal shall remain confidential as determined by law or regulation.

2.5 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

2.6 FINANCIAL STATUS:

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.

By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

2.7 REGISTRATION:

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County Web Site at www.maricopa.gov/materials. Click on vendors to enter BuySpeed registration screen. *Also see Exhibit 1*

2.8 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Request for Proposal. The Contract will be awarded to the Most Advantageous Respondent(s). The Contract may be awarded in whole, by section, or geographic area as required.

2.9 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. The Procurement Officer of this Contract will coordinate this meeting.

3.0 CONTRACTUAL TERMS AND CONDITIONS

3.1 TERM

This Contract is for a term of THREE (3) YEARS beginning on the date of contract award, or the effective date, as clearly noted in award notification documents.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. The fee for any extension period shall be subject to negotiation prior to activation of such extension.

3.3 COMPENSATION:

3.3.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.

3.3.2 **County will pay the Contractor on a monthly basis for approved services and expenses and in accordance with the reimbursement methodology determined by the County's Administrative Agent; either fee-for service or cost. The total funds paid to the Contractor will be dependent upon the approved invoice according to the Administrative Agent. County does not guarantee a minimum payment to the Contractor. County will not reimburse for free-for-service activities when an appointment is canceled either by the client or Contractor. ~~Contractors for missed or canceled appointments either by the service provider or the client(s). Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract. County will pay the Contractor on a unit cost reimbursement basis in accordance with the Contractor's approved fee schedule, which follows. The total funds paid to the Contractor will be dependent upon the number of units of service performed by the Contractor. County does not guarantee a minimum payment to the Contractor. County will not reimburse Contractors for missed appointments by clients.~~**

3.3.3 **The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the current budget in place for this contract within 30 days of such change. ~~Ryan White CARE Act funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.~~**

3.3.4 **The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the current approved budget. The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the underlying budget of this contract within 30 days of such change.**

3.3.5 **Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at approved Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County. ~~The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the underlying budget.~~**

3.3.6 **The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance due to non-performance, submission of reports after deadlines, insufficient back-up statements or improperly completed forms, the Contractor may not be reimbursed or reimbursement may be delayed until program compliance issues and any other related financial consequences are resolved. Furthermore, instances of non-compliance with billing and reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in the current Ryan White Part A Program Policies and Procedures Manual. ~~Unless~~**

~~specifically allowed and referenced elsewhere in this contract, all services are to be provided at Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.~~

- 3.3.7 ~~The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, services provided and related expenses as stated in the current approved budget and Work Plan or as modified by contract amendment or appropriately executed task order.. Any unobligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided. The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance because of non performance, submission of reports after deadlines, insufficient back up statements or improperly signed forms, the Contractor may not be reimbursed. Furthermore, program non-compliance can delay reimbursement until program compliance issues and any other related financial consequences are resolved. Multiple instances of non-compliance with reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual.~~
- 3.3.8 ~~The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data. See Exhibit 3 for a sample billing packet.~~
- 3.3.9 ~~The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked and the services provided. Any un obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.~~

3.4 ~~PAYMENT~~

- 3.4.1 ~~As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Attachment "B" **Budget Worksheet**, or as modified by contract amendment or appropriately executed "task order".~~
- 3.4.2 ~~Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.~~

3.5 INVOICES AND PAYMENTS:

- 3.5.1 ~~The Contractor shall submit electronically to the Administrative Agent one (1) legible copy of their detailed monthly invoice before payment(s) can be made. The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:~~
- ~~3.5.1.1 Company name, address and contact~~
 - ~~3.5.1.2 County bill to name and contact information~~
 - ~~3.5.1.3 Contract Serial Number~~
 - ~~3.5.1.4 County purchase order number~~
 - ~~3.5.1.5 Invoice number and date~~
 - ~~3.5.1.6 Payment terms~~
 - ~~3.5.1.7 Date of services~~
 - ~~3.5.1.8 Quantity (number of days or weeks)~~

- ~~3.5.1.9 — Description of Purchase services~~
- ~~3.5.1.10 — Pricing per unit of purchase~~
- ~~3.5.1.11 — Extended price~~
- ~~3.5.1.12 — Total Amount Due~~

- 3.5.2 **Contractor will submit the invoice packet for services performed on or before the fifteen (15th) calendar day following the month in which services were performed.**
- 3.5.3 **The invoice must include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.**
- 3.5.4 **Contractors providing medical services are required to utilize HCF-1500, ~~or~~ UB-92 or other standardized medical claim forms as agreed to with the Administrative Agent, and to for claims submitted these to the Ryan White Part A Program in addition to the other required invoice reports and forms. Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)**
- 3.5.5 **Contractors providing medical services are required to utilize HCF-1500 or UB-92 forms for claims submitted to the Ryan White Part A Program in addition to the Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)**

~~Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.~~

3.6 METHOD OF PAYMENT:

- 3.6.1 **Subject to the availability of funds, County will, within sixty (60) business days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Payment may be delayed or reduced if invoices are in non-compliance due to late submission, improperly completed or missing documentation/information or for other contract non-compliance occurring in the related grant year. Other non-compliance issues that may delay or reduce payments can be related to any contractual issue, and may not necessarily be related to the bill itself. Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract ~~Contractor will submit Monthly Fiscal and Program Monitoring Report for services performed on or before the fifteen (15th) business day following the month in which services were performed.~~**
- 3.6.2 **The Contractor understands and agrees that County will not honor any claim for payment submitted 60 calendar days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty (60) calendar days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service. Claims submitted 45 calendar days from the last day of the grant year will not be honored or reimbursed. ~~Subject to the availability of funds, County will, within sixty (60) working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.~~**

3.6.3 **The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used. The Contractor must have policies and procedures documented and in place to determine and bill these other potential payment sources. These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA), Arizona Health Care Cost Containment Services (AHCCCS), Arizona Long Term Care System (ALTCs), Veteran's Administration (VA), TRICARE, Medicare and private/commercial or other insurance. The Contractor will determine eligibility of clients and assist with client enrollment whenever feasible. Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the County. Program income records must be made available to the County for assurance that such revenues are used to support related services. Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete reports submitted by the Contractor. All monthly fiscal and program monitoring reports must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.**

3.6.4 ~~The Contractor understands and agrees to maximize all other revenue streams including self pay and all sources of third party reimbursements. The Contractor must determine Regional Behavioral Health Authority (RBHA), AHCCCS, ALTCs, VA, TRICARE Standard and Medicare eligibility of clients and assist with client enrollment whenever feasible. The Contractor understands and agrees that all third party payments must be exhausted to offset program costs before Ryan White CARE Act funds are used.~~

3.7 BUDGET, REVENUE AND EXPENDITURES:

3.7.1 **The Contractor shall prepare and submit to County a budget and Work Plan using the current Ryan White Part A-approved formats at the beginning of each grant year in accordance with the stated funds allocated on the most recently issued task order. If the task order is increased or decreased at any time throughout the duration of the grant year, a revised budget and Work Plan may be required. Contractor will submit Monthly Fiscal and Program Monitoring Reports for services performed on or before the fifteenth (15th) working day following the month in which services were performed. The billing packet includes a combination of pre-printed forms and CAREWare based reports and are to be printed and submitted in hard copy form to the Ryan White Part A office an example billing packet is in Exhibit 3.**

A. The total administrative costs budgeted, including any approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed 10% of the amount of the current grant contract award. Any amount of administrative expenditures in excess of 10% will be reimbursed to County.

~~B. Administrative expenditures for this contract cannot exceed 10% of the total expenditures of this contract. Any amount of administrative expenditures in excess of 10% will be reimbursed to MCDHCM, Ryan White Part A Program.~~

C. Contractor agrees that all expenditures are in accordance with the current approved budget. Any disallowed expenditures deemed unallowable by the Administrative Agent are subject to the Contractor submitting a full reimbursement to the County. MCDHCM, Ryan White Part A Program.

D. Contractors agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by the Federal OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles

~~E. Agree that all expenditures are in accordance with the budget as approved and attached to this Agreement.~~

F. All expenditures and encumbered funds shall be final and reconciled no later than ~~90~~ 45 days after the close of the grant year.

G. Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Plan of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly invoice by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.

3.8 DUTIES

3.8.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN, **the current approved Work Plan for that grant year and/or as directed by the current Ryan White Part A policies and procedures manual.**

3.8.2 The Contractor shall perform services at the location(s) and time(s) ~~"stated in "~~ **this application, the current approved work plan** or as otherwise directed in writing, via contract amendment and/or task order **from the Administrative Agent.**

3.9 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. The contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.10 INSURANCE REQUIREMENTS:

3.10.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.

3.10.2 The following types and amounts of insurance are required as minimums:

- 3.10.2.1 Worker's Compensation as required by Arizona law
 - 3.10.2.2 Unemployment Insurance as required by Arizona law
 - 3.10.2.3 Public Liability, Body Injury and Property Damage policies that insure against claims for liability for Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Contract and by the lawful visitors of such clients. The limits of the policies shall not be less than \$1,000,000.00 for combined single limit.
- 3.10.3 Automobile and Truck Liability, Bodily Injury and Property Damages:
 - 3.10.3.1 General Liability, each occurrence; \$500,000.00
 - 3.10.3.2 Property Damage; \$500,000.00
 - 3.10.3.3 Combined single limit; \$1,000,000.00
- 3.10.4 Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of the Contractor.
- 3.10.5 Professional Liability Insurance; \$1,000,000.00
- 3.10.6 The Contractor will immediately inform the Director of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.
- 3.11 Certificates of Insurance.
 - 3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.
 - 3.11.2 **Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
- 3.12 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management

Attn: Director
320 West Lincoln Street
Phoenix, Arizona

3.13 REQUIREMENTS CONTRACT:

3.13.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.13.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.13.3 Contractor agrees to accept oral cancellation of purchase orders.

3.14 TERMINATION:

3.14.1 County may terminate this Contract at any time with thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.

3.14.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.

3.14.3 County may terminate this Contract upon twenty-four (24) hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

3.15 DEFAULT:

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the **happening** of any event, which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

3.16 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.17 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.18 USE OF SUBCONTRACTORS:

3.18.1 The use of subcontractors and/or consultants shall be pre-approved by the County. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontract/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each executed subcontract to County within fifteen (15) days of its effective date.

3.18.1.1 All subcontract agreements must provide a detailed scope of work, indicating the provisions of service to be provided by both the Contractor and Subcontractor.

3.18.1.2 **All subcontract agreements must include a detailed budget and work plan, identifying all administrative and direct service costs as defined in the Budget, Revenues and Expenditures section of this contract. All subcontract agreements must include a detailed budget and narrative, identifying all administrative costs as defined in section II.**

3.18.1.3 All subcontract agreements must document the qualifications and ability to provide services by the subcontracting agency.

3.18.2 The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.

3.18.3 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the County. Such approval shall include the review and acceptance by the County of the proposed subcontractual arrangement between the Contractor and the subcontractor

3.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties. All amendments shall clearly state the effective date of the action.

3.20 TASK ORDERS:

Contractor shall not perform a task other than those found/defined in the contract award document. Task Orders may be issued by the Administrator of this contract. Task Orders will be communicated via written document. ~~A Task Order and~~ shall include, but is not limited to: budget amount, ~~work plan~~, reference to special conditions of award, and/or any special **service and** reporting requirements. Amended Task Orders can be issued at any time **during the grant year**. Both parties shall sign ~~a new or~~ amended Task Order.

3.21 CHANGES:

3.21.1 The Maricopa County Department **of Workforce Management and Development** ~~Health Care Mandates~~, with cause, by written order, make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):

3.21.1.1 ~~Work Plan Statement~~ activities reflecting changes in the scope of services, funding source or County regulations,

3.21.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements, and/or,

3.21.1.3 Contractor fee schedules, **reimbursement methodologies** and/or **schedules and/or** program budgets.

Examples of cause would include, but are not limited to: non-compliance, under performance, **service definition changes**, reallocations ~~from the Planning Council~~, or other approved directives from the Planning Council, **or any other reason deemed necessary by the Administrative Agent.**

3.21.2 Such order will not serve to increase or decrease the maximum reimbursable ~~unit rate~~ amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.

3.21.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause found within this Contract and shall be administered accordingly.

3.22 AUDIT REQUIREMENTS:

3.22.1 If the Contractor expends **\$500,000** or more from all contracts administered and/or funded via County, and/or receives **\$500,000** or more per year from any federal funding source(s), the Contractor will be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act." The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa County **Internal Audit** Department ~~of Public Health~~ for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report, **or by a date defined by the Internal Audit Department.** Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

3.22.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.

3.22.3 ~~Comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A-133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A-133, and for sending a copy of the report issued as a results of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A-133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.~~

3.22.4 The Contractor shall also comply with the following OMB Circulars as applicable to its **organization's business status:**

1. A-102 Uniform Administrative Requirements for Grants to State and Local Government.
2. A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
3. A-122 Cost Principles for Non-Profit Organizations.

4. A-87 Cost Principles for State and Local Governments.
5. A-21 Cost principles for Education Institutions.

3.23 SPECIAL REQUIREMENTS:

- 3.23.1 The Contractor shall adhere to all applicable requirements of the Ryan White ~~Comprehensive~~ HIV/AIDS Treatment **Extension** Modernization Act of ~~2006~~ **2009** **and/or current authorized or reauthorized Ryan White HIV/AIDS Act.**
- 3.23.2 The Contractor shall participate in ~~a minimum of two (2)~~ provider technical assistance meetings and/or teleconference calls that will be scheduled by the **Administrative Agent** ~~MCDHCM~~ throughout the year.
- 3.23.3 The Contractor shall ~~retain~~ **provide** the necessary administrative, professional and technical personnel for operation of the program.
- 3.23.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.
- 3.23.5 Contractor agrees to install and utilize the CAREWare client level reporting **software** system as described in the **current** Ryan White Part A Program Policies **and Procedures** Manual. There are no licensing costs associated with the use of CAREWare, **however,** - ~~The~~ provider is required to **pay for** ~~cover~~ the costs **related to** ~~for~~ installing and configuring internal firewall devices to gain access to the CAREWare database. **These expenses can be reimbursed by Ryan White if included in the current approved budget**

3.24 RELEASE OF INFORMATION:

- 3.24.1 The Contractor agrees to secure from all clients **provided services under this contract** any and all releases of information or other authorization requested by County. Each client file documenting the provision of Part A services must contain a **current Administrative Agent authorized** release form signed **and dated** by the client **or client's legal representative.** ~~This release form must be signed by the client and grant release of named confidential file information to the Maricopa County Department of Health Care Mandates for the purpose of grant administration/monitoring for a period of five years from date of signature.~~ Failure to secure such releases from clients may result in disallowance of all claims to County for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the County **according to the current Ryan White Part A policies and procedures manual or otherwise stated in writing by the Administrative Agent,** this provision does not apply. ~~to persons who receive Ryan White CARE Act Part A funded services anonymously.~~
- 3.24.2 **The Contractor agrees to comply with ARS §36-662, access to records. In conducting an investigation of a reportable communicable disease the department of health services and local health departments may inspect and copy medical or laboratory records in the possession of or maintained by a health care provider or health care facility which are related to the diagnosis, treatment and control of the specific communicable disease case reported. Requests for records shall be made in writing by the appropriate officer of the department of health services or local health department and shall specify the communicable disease case and the patient under investigation.**

3.25 CERTIFICATION OF CLIENT ELIGIBILITY;

- 3.25.1 The Contractor agrees to **determine and** certify for eligibility **for** all clients seeking services supported by Ryan White ~~CARE~~ funds, **according to the requirements** detailed

in **Eligibility** Section 4 of the **current** Ryan White Part A Program Policies and b Manual. Such certification as detailed below shall be conducted at least every six months of service. ~~Services may be provided to anonymous clients only at the specific approval of the MCDHCM and only as and if specified in this contract. Anonymous clients are not subject to the following certification of client eligibility requirements. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:~~

- 3.25.2 **Contractor agrees to charge and document client fees collected in accordance with their sliding fee schedule. This fee schedule shall be consistent with current federal guidelines. This fee schedule must be published and made available to the public. The chart below must be followed when developing the fee schedule.** ~~Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the MCDHCM Ryan White Title 1 Policy Manual.~~
- 3.25.3 ~~Documentation in the client's chart that no health and/or other form of insurance is in effect for the client which covers the cost of services available through this program.~~
- 3.25.4 ~~Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.~~
- 3.25.5 ~~Documentation in the client's chart of current residence in the EMA of Pinal and Maricopa counties and verification by Contractor, as detailed in MCDHCM's Ryan White Part A Policy Manual.~~
- 3.25.6 ~~Documentation of client charges consistent with sliding scale specified on the following chart unless the County waives charges.~~

Client Income	Fees For Service
Less than or equal to 100% of the official poverty line	No fees or charges to be imposed
Greater than 100%, but not exceeding 200%, of the official poverty line	Fees and charges for any calendar year may not exceed 5% of the client's annual gross income **
Greater than 200%, but not exceeding 300%, of the official poverty line	Fees and charges for any calendar year may not exceed 7% of client's annual gross income
Greater than 300% of the official poverty line	Fees and charges for any calendar year may not exceed 10% of client's annual gross income

~~** Free services may be provided to individuals with an annual gross family income of less than 200% of the official poverty line. Fees must be charged to clients whose annual gross family income is in excess of 200% of the official poverty line~~

- 3.25.7 ~~The Contractor's schedule of fees and charges must be published and made available to the public. Client income shall be verified and documented consistent with the MCDHCM Ryan White Part A Policy Manual.~~
- 3.25.8 ~~Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Statement of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall~~

~~be reported by Contractor in the Monthly Expenditure Report by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.~~

- 3.25.9 ~~The Contractor is required to have in place a procedure for verifying client eligibility for services. Eligibility for all clients must be recertified biannually (every 6 months), with the exception of HIV Status. Eligibility certification must be documented in each client record. The verification of these elements are a permanent part of the client's record and is to be maintained in a secure location for at least five (5) years after the client has left the service.~~

3.26 QUALITY MANAGEMENT:

- 3.26.1 The Contractor will participate in the ~~EMA~~ Quality Management program as detailed in the ~~MCDHCM~~ **current** Ryan White Part A Program Policies **and Procedures** Manual. See link found on cover page.
- 3.26.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix **Eligible Metropolitan Area** (EMA) Planning Council.
- 3.26.3 The Contractor will develop and implement an agency-specific quality management plan for **Ryan White** Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 3.26.4 The Contractor will participate in cross-cutting Quality Improvement projects and report data per the timeline established with the County. Additionally, the Contractor will report quality outcome measures established by the County per the reporting schedule.
- 3.26.5 The Contractor will participate in the Quality Management **activities of the Clinical Quality Management** ~~Ad-Hoc Advisory~~ Committee as requested by the County.
- 3.26.6 **The Contractor will** ~~E~~conduct and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 3.26.7 **The Contractor will** ~~M~~maintain a comprehensive unduplicated client level database of all eligible clients served ~~and as well as~~ demographic and service measures required and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information (**CAREWare**).
- 3.26.8 Maintain consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 3.26.9 **The Contractor will** ~~P~~participation in **Quality Management** trainings sponsored by the County **which are deemed** is mandatory. The Contractor understands that non-participation in these types of ~~events~~ **activities** may result in ~~not complying~~ **non-compliance** with the Standards of Care as mandated by the Ryan White ~~CARE~~ Act. Further, such non-participation in **Quality Management** trainings could result in prompting a performance monitoring site visit.

3.27 REPORTING REQUIREMENTS:

- 3.27.1 **The Contractor agrees to submit monthly invoices as defined in the Invoices and Payments section of this contract.** ~~The contractor agrees to submit as a "hard copy" document, Monthly Fiscal and Program Monitoring Reports on or before the fifteenth (15th) day of the month following the end of the reporting period on forms substantially~~

similar to those included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. ~~The billing packet is delivered via hardcopy to the Ryan White Part A office.~~ Reporting requirements includes, but not limited to: **1)** A narrative describing progress made towards achieving service goals as well as problems and issues impeding program implementation. **2)** Expenditure report identifying billing to the MCDHCM for services provided during the reporting period; **3)** Compilation of data on a cumulative, yearly, unduplicated count basis shall be required, with data reporting in scanable and/or electronic file formats; **4)** Compilation of data for outcome measure studies conducted as mutually agreed by Contractor and the MCDHCM; and **5)** And any additional or specific reports deemed necessary under Section IV of this contract.

- 3.27.2 **The Contractor agrees to submit any administrative, programmatic, Quality and/or fiscal reports requested and at the due date defined by the Administrative Agent. The contractor agrees to submit quarterly program monitoring reports on or before the thirtieth (30th) day of the month following the end of the reporting period detailing a quarterly and year to date unduplicated count of clients serviced and the services provided (duplicated count).**
- 3.27.3 **The Contractor agrees to comply with and submit annual and semi-annual client-level and provider-level data as required by HRSA by the due date(s) defined by the Administrative Agent. The contractor agrees to submit a final end of year program report detailing actual expenditures for the grant year, including administrative expenditures, and an annual unduplicated client level demographic report for the contract year and calendar year no later than 60 days following the close of the grant year.**
- 3.27.4 **The Contractor agrees to comply with ARS § 36-621, reporting contagious diseases. Any employee, subcontractor or representative of the Contractor providing services under this contract shall follow the requirements of this law. Specifically, a person who learns that a contagious, epidemic or infectious disease exists shall immediately make a written report of the particulars to the appropriate board of health or health department. The report shall include names and residences of persons afflicted with the disease. If the person reporting is the attending physician he shall report on the condition of the person afflicted and the status of the disease at least twice each week**

3.28 PROGRAM MARKETING INITIATIVES:

- 3.28.1 When issuing statements, press releases and/or **Internet-based or printed** ~~other~~ documents describing projects, ~~or~~ programs **and/or services** funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly state: **1) The percentage of the total costs of the program or project which will be financed with Ryan White funds; 2) The dollar amount of Ryan White funds for the project or program, and 3) The percentage dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.** ~~Further, all such statements, press releases, and other documents describing programs or services funded in whole or in part with Ryan White CARE Act funds shall~~ reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White Comprehensive HIV/AIDS Treatment Modernization Extension Act of 2006-2009 (or **current authorized or reauthorized name of Act**), and the Maricopa County Workforce Management and Development (or **departments in which the Ryan White Part A program is currently operating**) Department of Health Care Mandates. Such references to funding source must be of sufficient size to be clear and legible.
- 3.28.2 Contractor is responsible for advertising Ryan White Part A-funded services. Such advertisement is to promote/incorporate the following components: Services **available** ~~rendered~~, venues/locations, and hours of operation. The content of any and all advertising for these services must be ~~pre-approved by the County and be~~ in a format allowed by Local, State and Federal **regulations and shall contain the funding language referenced in this contract section.**

- 3.28.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, **and any changes related to these services** are disseminated to the community and other **Ryan White** providers to ensure that clients have access to care. **The Contractor shall be able to document and explain this communication process to the Administrative Agent upon request.**

3.29 OTHER REQUIREMENTS:

- 3.29.1 **Contractor shall comply with all policies and procedures as defined in the current Ryan White Part A Policies and Procedures Manual.** ~~Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for periodic review of all pertinent client information by employees of County and/or their designated representatives.~~

- 3.29.2 **Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for review of all pertinent client information by employees of County and/or their designated representatives.** ~~Monthly Fiscal and Program Monitoring Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012~~

~~Monthly Fiscal and Program Monitoring Reports are due on or before the 15th of the month following the end of the reporting period.~~

- 3.29.3 ~~Quarterly Program Utilization reports will be submitted to: Ryan White Title I Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within **thirty (30)** days following the month end of the quarterly reporting period.~~

- 3.29.4 ~~Written Annual Expenditure (Close Out), Equipment Log, and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within 60 days of the expiration of the contract year.~~

- 3.29.5 Contractor shall respond to all ~~additional~~ requests for information **and documentation** solicited by County when they are submitted ~~in writing within~~ **no later than 72** hours of receipt of ~~MCDHCM~~ request.

- 3.29.6 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the ***MCDHCM Ryan White Part A Program Policies Manual.*** ~~See link found on cover page.~~

3.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.31 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, **client records** and other documents relevant to this Contract for ~~five six (6 5)~~ **six (6)** years after final payment or until after the resolution of any audit questions ~~which could be more than five (5) years~~, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the ~~Department~~ **County** shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.32 AUDIT DISALLOWANCES:

- 3.32.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.
- 3.32.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.
- 3.32.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

3.33 CONTRACT COMPLIANCE MONITORING:

- 3.33.1 County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.
- 3.33.2 **Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by County and its representatives. When monetary penalties are imposed or unallowable costs determined, the County will define how repayment will be made to the County. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to the County.**

3.34 AVAILABILITY OF FUNDS:

- 3.34.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.
- 3.34.2 If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

3.35 RESTRICTIONS ON USE OF FUNDS:

- 3.35.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
 - 3.35.1.1 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 3.35.1.2 By an entity that provides health services on a prepaid basis.
- 3.35.2 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the A.R.S. § 41-2591, R2-7-701 and *Code of Federal Regulations*, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.
- 3.35.3 The federal Office of General Counsel and County emphasize that ~~CARE~~ **Ryan White** Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with ~~CARE~~ **Ryan White** Act funds and the intended recipient's HIV status.
- 3.35.4 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 3.35.5 **Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, not to support lobbying, fundraising activities and/or the writing of grant/contract proposals.**
- 3.35.6 The Ryan White ~~CARE~~ Act limits the administrative expenses to not more than **10%** of the total **grant award expenditures incurred for that contract**. The Act defines allowable "administrative activities" to include:
 - 3.35.6.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.35.6.2 Management and oversight of specific programs funded under this title; and
 - 3.35.6.3 Other types of program support such as quality assurance, quality control, and related activities."

3.36 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 3.36.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- 3.36.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- 3.36.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

3.37 ALTERNATIVE DISPUTE RESOLUTION:

3.37.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.37.1.1 Render a decision;

3.37.1.2 Notify the parties that the exhibits are available for retrieval; and

3.37.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.37.1.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.37.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.38 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

3.39 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

3.40 NON-LIABILITY:

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

3.41 SAFEGUARDING OF CLIENT INFORMATION:

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

3.42 NON-DISCRIMINATION:

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

3.43 EQUAL EMPLOYMENT OPPORTUNITY:

3.43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99.-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3.43.2 ~~The Contractor will~~ Operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

3.44 RIGHT OF PARTIAL CANCELLATION:

If more than one service category (Work ~~Plan Statement~~) is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this contract without impairing, invalidating or canceling the remaining service category (Work ~~Plan Statement~~) obligations.

3.45 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.46 INTEGRATION:

This Contract and the respondents' response represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.47 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

3.48 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.48.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.48.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.48.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.48.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.48.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.48.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.48.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.49 MEDIATION/ARBITRATION:

In the event that a dispute arises under the terms of this agreement, or where the dispute involves the parties to the agreement, a recipient of services under the terms of this agreement, it is understood that the parties to the dispute shall meet and confer in an effort to resolve the dispute. In the event that such efforts to resolve the dispute are not successful, the parties to the dispute will agree to submit the dispute to non-binding mediation before a mutually agreed upon and acceptable person who will act as the mediator. In the event that such non-binding mediation efforts are not able to resolve the dispute, the parties agree to submit the matter to binding arbitration wherein each party selects their own arbitrator and the two selected arbitrators meet and mutually agree upon the selection of a third arbitrator. Thereafter, the three arbitrators are to proceed with arbitration in a manner that is consistent with the provision of A.R.S. 12-1518.

3.50 CULTURAL COMPETENCY:

3.50.1 The Contractor shall meet **and comply with applicable standards of the federal Culturally and Linguistically Appropriate Services (CLAS) standards. The Contractor shall** ~~any and all federal standards on cultural competency and~~ develop and implement organizational policies that comply with **these federal** standards. ~~CLAS~~

~~Standards are included in section 11 of the Ryan White Part A Program Policies Manual. Also see Exhibit 4.~~

- 3.50.2 The Contractor shall recognize linguistic subgroups and provide assistance in overcoming language barriers by the appropriate inclusion of American Sign Language and languages of clients accessing care. *Also see Exhibit 4.*

3.51 RYAN WHITE CAREWARE DATA BASE:

- 3.51.1 ~~The MCDHCM MCWMD~~ requires the installation and utilization of HRSA-supplied Ryan White CAREWare software. **CAREWare is used for client level data reporting and monthly billing reports, demographic reports, and various custome reporting.** ~~for reporting purposes, to include quality management program reporting requirements.~~ The Contractor agrees to install, collect, and report all data requested by the ~~MCDHCM MCWMD~~ via **Ryan White** CAREWare within **60** days of request by the ~~MCDHCM MCWMD~~. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.
- 3.51.2 ~~CAREWare is used for client level data reporting and is used for monthly billing reports, demographic reports, and various custom reporting. Samples of these reports can be found in sections 4-6 of the Ryan White Part A Program Policies Manual. The CAREWare software is supported by the Part A office for training and end user support.~~
- 3.51.3 The contractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of **Virtual Provider Network (VPN)** cards for each user within their organization.
- 3.51.4 **The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data.**

~~The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.~~

3.52 IMPROPRIETIES AND FRAUD:

- 3.52.1 The contractor shall notify MCDHCM in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to MCDHCM shall occur in writing within 24 hours of detection.
- 3.52.2 The Federal Department of HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

Office of Inspector General
TIPS HOTLINE
P. O. Box 23489
Washington, D. C. 20026
Telephone: 1-800-447-8477 (1-880-HHS-TIPS)

- 3.52.3 The Contractor shall be responsibility for any loss of funds due to mismanagement, misuse, and/or theft of such funds by agents, servants and/or employees of the Contractor.

3.53 **ADHERENCE TO RYAN WHITE PART A MCDPH POLICIES:**

- 3.53.1 Contractor shall adhere to all MCDHCM Ryan White Part A Program Policies. Such policies are referenced in the **current** MCDHCM Ryan White Part A Program Policies **and Procedures Manual**. See link found on cover page.

3.54 **REFERRAL RELATIONSHIPS:**

Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding "Maintaining Appropriate Referral Relationships" available from the **MCWMD MCDHCM** upon request.

3.55 **POLICY ON CONFIDENTIALITY:**

- 3.55.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.

- 3.55.2 The Contractor shall establish and maintain written procedures and controls **that ensure the confidentiality of client medical information and records.** ~~comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor's records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.~~

- 3.55.3 **The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality**

- 3.55.4 In accordance with Section 318 (e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.

- 3.55.5 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the **current** MCDHCM Ryan White Part A Program Policies **and Procedures Manual**. See link found on cover page.

3.56 EQUIPMENT:

- 3.56.1 All equipment and products purchased with grant funds should be American-made.
- 3.56.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.
- 3.56.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-usable, or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment.

3.57 LAWS, RULES AND REGULATIONS:

The Contractor understands and agrees that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

3.58 FORMAT AND CONTENT (WHAT TO PROVIDE-APPLICANT):

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below (Responses are limited to no more than 15 pages of narrative, single sided, 10 point font type)

- 3.58.1 Letter of Transmittal (Exhibit 2)
- 3.58.2 **Narrative – Provide a brief narrative (not to exceed 15 pages), fully describing your organization, and the personnel assigned to this service category and how you plan on meeting the needs of the plwh/a population.**

Provide a brief response to each of the sections listed below:

- **-Targeted population**
 - **-How Ryan White funds will be utilized to keep plwh/a in care.**
 - **-How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients**
 - **-Your agency's experience with infectious disease.**
 - **-Other funding used by your agency to care for plwh/a**
- 3.58.3 Completed Application Form (Attachment A), including any applicable proof of licensing, certifications, etc., as requested. In the event that any given section is not applicable to the service you/your company are offering a proposal response to, the **section shall be noted as N/A (not applicable).**
- 3.58.4 Pricing and Budget Form (Attachment B)
- 3.58.5 Work Plan (Attachment C), fully completed, without exception.
- 3.58.6 Agreement/Signature Page (Attachment D) inclusive of vendor/applicant portion completed and signed.

3.59 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Independent Review Panel (IRP) shall be appointed, at the direction of the MATERIALS MANAGEMENT DIRECTOR, and chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the IRP. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). **Proposals will be evaluated on the following criteria which are listed in order of importance and determine the acceptability of each respondent's proposal. (PROPOSALS SHALL BE EVALUATED AS ACCEPTABLE OR NOT ACCEPTABLE BASED ON THE FOLLOWING CRITERIA).**

- 3.59.1 Agency's approach and philosophy and how it relates to the service delivery goals as outlined in the 2006-2009 Phoenix EMA Comprehensive Plan. The goals that apply to service delivery are:
- 3.59.2 Goal 1: Improve delivery of core services and other services to populations with the greatest needs.
- 3.59.3 Goal 2: Improve entry into care by streamlining the eligibility process.
- 3.59.4 Goal 3: Identify individuals who are aware of their HIV status and are not in care, and facilitate their entry into care.
- 3.59.5 Goal 4: Improve access to services through multiple approaches.
- 3.59.6 Goal 5: Provide a continuum of HIV/AIDS services that is culturally and linguistically appropriate.
- 3.59.7 Goal 7: Improve the integration and coordination among care services and between HIV care and prevention.
- 3.59.8 Agency's proven skills and technical competence, including all subcontractor agreements proposed.
- 3.59.9 Staff qualifications and credentials
- 3.59.10 Proposed budget inclusive of unit of service cost(s).

3.60 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent shall review its Proposal/Response submission to assure the following requirements are met.

- 3.60.1 **Mandatory:** One (1) original hardcopy (labeled), three (3) hardcopy copies of their proposal/response, inclusive of all required submissions, and one (1) electronic copy of all required submittal documents, on a CD (**no pdf files**)
- 3.60.2 **Mandatory:** Attachment "A", Application
- 3.60.3 **Mandatory:** Attachment "B", Pricing and Budget Agreement; and
- 3.60.4 **Mandatory:** Attachment "C", Work Plan
- 3.60.5 **Mandatory:** Attachment "D", Signature/Agreement Page
- 3.60.6 **Mandatory:** Narrative as defined in Section 4.58.2 above
- 3.60.7 **Mandatory:** Letter of Transmittal (Exhibit 2)

3.61 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.61.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the**

employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 3.61.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.61.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.62 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

- 3.62.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 3.62.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.63 **CONTRACTOR LICENSE REQUIREMENT:**

- 3.63.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.64 **VENDOR REGISTRATION:**

All applicants/respondents shall be registered as a vendor with Maricopa County. No contract awards can be made to a applicant/respondent who has not successfully completed vendor registration. See Exhibit 1 Vendor Registration Procedures.

NARRATIVE

Proposal - Medical and Non-Medical Case Management

Organizational Experience

In 2000, when Maricopa and Pinal Counties combined regional HIV incident rate was 9.04 per 100,000 (Community Planning Group), it became evident that there needed to be a grassroots program that could interface with the growing Latino population to identify and provide services to Latino HIV/AIDS infected persons. LUCES was founded at this time, created to address this growing need and the lack of culturally sensitive street- and community-based targeted outreach in Maricopa and Pinal Counties. Initially, the program was to be used as a marketing mechanism to promote HIV/AIDS services and to provide linkages in Primary Medical Care and other social services. Over time, LUCES services have expanded to include client advocacy, behavioral health services, case management and surveillance. As a peer driven prevention program, the main goals were to target, identify and provide HIV supportive services to any Latino who was newly diagnosed with HIV or was not receiving Primary Medical Care.

Today, the LUCES program provides multicultural, bilingual services. About 90% of its program participants are Spanish speakers who migrate to the Phoenix EMA (Eligible Metropolitan Area) coming from countries such as Mexico, El Salvador, Guatemala and Cuba.

Since the inception of its HIV/AIDS program, CPLC has been dedicated to the preservation and well being of individuals infected, and in assisting clients to overcome the many barriers they face on a day-to-day basis. The benefits have been numerous, including the fostering of independence, the reduction of risk factors, and stabilization of families, all of which lead to the improved health of the HIV infected member. CPLC Support Services are designed to enhance the HIV/AIDS infected and affected individuals' quality of life by providing them with educational, emotional, and mental health related skills. In communities of color, where poverty, language, custom and cultural differences often conflict with the traditional service provider system, CPLC acts as the conduit to improve access to services.

Staffing Qualifications

With such consumer diversity, LUCES general practice when hiring staff is that qualified candidates represent the cultural diversity of the consumers whom they will serve. Program consumers have verified that the LUCES environment is much more inviting and the rapport established between staff and consumer is more easily attainable than from other programs.

Ms. Maclovía Morales has over 14 years of experience in the HIV/AIDS arena. She has a lengthy history of providing behavioral health and substance abuse services to People Living with HIV/AIDS (PLWHA) in both individual sessions and in group settings.

Mr. Louie Tapia holds a Master's degree in Social Work and is a certified substance abuse counselor. Mr. Tapia has dedicated the last 8 years of his career to the provision of mental health, substance abuse and case management services to PLWHA.

Ms. Francisca "Yvette" Madero had worked for the State of Arizona, specifically as a case manager for the Department of Economic Security (DES) over 8 years. During the 8 years of her employment with DES, Ms. Madero supervised the program eligibility department as well as the development of client case plans.

Mr. Jose Refugio Moreno initially came to the LUCES program in 2002 as an Outreach Specialist. Over time, Mr. Moreno worked on Psychosocial Support and more recently Case Management in the provision of supportive and medical case management. Mr. Moreno's experience in social work as a case manager goes back to 1982 when he spent more than 7 years coaching and mentoring as a case manager.

Need

At the end of 2003, the CDC estimated that 405,926 person were living with AIDS in the U.S. of these 36% were white, 42% were black, 29% were Hispanic and 2% were of other race/ethnicity. Of the adults and adolescents with AIDS 77% were men, of these men, 58% were

Of MSM, 22% were injection drug users and 11 % were exposed through heterosexual contact. Another 8% were MSM and IDU. CDC also estimates that there were 351,614 persons living with HIV/AIDS in the 33 areas

that have a history of confidential name-based HIV reporting, based on reported diagnoses and deaths. However, the total number of people living in the USA with HIV/AIDS is thought to be between 1,039,000 and 1,185,000. The discrepancy between these figures is due to several factors. One crucial factor is that one in every four people living with HIV has not even had their infection diagnosed or reported. Syphilis and Chlamydia continue to increase among MSM, and 60% of all Syphilis cases reported in 2003 occurred among MSM.

In Arizona, the 2003 HIV/AIDS Semi-Annual Report states that the predominant mode of transmission of HIV reported for the epidemic in Arizona has been through the MSM population (68% of male infections, 62% overall), followed by intravenous drug use. In the Phoenix EMA, 7,315 People are living with HIV/AIDS (47% AIDS and 53% HIV).

Persons more recently infected tend to have serious co-morbidities with their HIV infection, including homelessness and mental illness. Two of the main barriers for HIV positive individuals, cited often as the reason to slip out of care, is "red-tape" and insurance coverage. These two issues can be resolved with CPLC's proposed model in the follow-up phase, in which individuals are made aware of the Ryan White Part A benefits and McDowell Clinic or Mountain Park for Primary Medical Care. The main individual barriers in not seeking care are denial and the fact that the individual may not be in the right state of mind.

The most recent statistics provided by the Center for Disease Control, (CDC), indicate that the number of Hispanics living with AIDS at the end of 1999 was 626 in the state of Arizona, data as of September 2000. The most recent report from the Central Arizona Region Community Planning Group indicates that Latinos account for the largest proportion of Chlamydia (42%) and Gonorrhea (38%) of the cases diagnosed in Central Arizona in 1998. Latinos currently account for 25% of the state's population.

African Americans accounted for 28% of Gonorrhea and 14% of Chlamydia cases while, and make up only 8% of the state's population. Caucasians accounted for 28% of Gonorrhea and 32% of Chlamydia cases and make up 62% of the state population. These data provide a reliable context for assessing the potential impact of the HIV/AIDS epidemic in the region. Like weather vanes indicating wind shift, STD's are a fairly good in predicting currents in HIV transmission. According to the CDC, "syphilis increases HIV transmission at least 2-5 fold."

Project Narrative

Targeted Population. CPLC's efforts will concentrate on Ryan White eligible Hispanic HIV positive individuals whose primary language is Spanish. Latinos represent an increasingly significant part of the epidemic and have historically been underrepresented and under recognized by community-based organizations performing HIV transmission and related services. The goal of LUCES is to integrate important cultural and language considerations the treatment plan for Latinos.

How Ryan White funds will be utilized to keep plwh/a in care. The goals and anticipated outcomes of our HIV targeted outreach will be a highly integrated system of programs which will provide transmission risk reduction education to identified HIV/AIDS infected individuals. These anticipated outcomes will ensure an integrated system of functions designed to locate and identify persons with HIV/AIDS infection who are in need of specific services and link them with the most appropriate and culturally sensitive services.

CPLC's existing HIV/AIDS programs are designed to incorporate modalities of client care that have been proven effective in overcoming these obstacles. CPLC proposes to utilize a competent approach that is culturally sound and accessible to our proposed target population. The proposed model was developed utilizing an inclusive planning process that includes: review of the literature in the field, meetings with key CPLC staff, consultation with community based AIDS Service Organizations, and most importantly, several focus groups with our existing HIV clientele.

The most current "*Out of Care*" needs assessment (*Collaborative Research 2007*) estimates that over 9,000 PLWHA in the Phoenix EMA are not receiving primary medical care. This number more than doubled from 4,000 in 2006 (*Collaborative Research 2006*). One of the reasons for this is that persons out of care do not have adequate case management services to maintain continuity of care.

HIV infection forces individuals and families to face a number of unfamiliar and daunting issues, fears, and problems. For example, a family's ability to adequately access and/or deal with the social, emotional, and medical concerns imposed by HIV is often compromised by the stigma some attach to the disease (*Maricopa County Department of Public Health Services, 2000*). This program will embrace the family unit and when necessary,

entwine it into consumers care.

The LUCES program currently holds a contract in the category of Case Management in which medical and non-medical activities are provided. 60% of case management services are considered medical and 30% are supportive, or Non-Medical.

Medical case management services will monitor consumers' primary medical care plans and provide support to ensure medical adherence.

Non-Medical case management services will consist of referrals that support the consumer from falling out of care and ensure adherence to the medical care plan.

For this project, the primary goal will be to provide case management services to link eligible clients to primary medical care and other supportive services available that insure continuity of care and increase the likelihood of desired health outcomes.

Medical Case Management Services (including treatment adherence) are a range of client-centered, core medical services that link clients with health care, psychosocial and other services. The coordination and follow up of medical treatments will be a component of medical case management. Medical case management includes the provision of treatment adherence counseling to ensure readiness for HIV treatments.

Non-Medical Case Management Services (support) include the provision of advice and assistance in obtaining medical, social, community, legal, financial, and other needed services.

How LUCES will work within the HIV/AIDS community to provide coordinated care to eligible clients. The project will utilize several marketing techniques which have been proven successful in the LUCES program to identify and provide services to PLWHA. Grassroots program marketing will be established among gatekeepers such as hospital case workers, community based organizations, and AIDS Service Organizations having access to HIV positive individuals in need of Case Management Services in Spanish. The attraction of the program will be the non-traditional hours of services, as most services rendered will be during non-traditional hours in effort to capture consumers who work during the day. In addition to offering non-traditional hours, we will attempt to involve the consumer's support system through home visits, a factor we consider key to the success and continuation of care. In the situation in which the consumer's family members are not aware of situation, field visits will be available in which therapist and consumer can meet in a safe and neutral environment. In the past this program has utilized mass public marketing of program services and hours of operations by utilizing the press/media. In the utilization of the Spanish media, program marketing has been established through radio and TV interviews. CPLC has also recently updated its website so that persons searching for social services will have the opportunity to learn about Ryan White Part A services provided by LUCES.

Other funding used by LUCES to provide care for plwh/a. LUCES is currently submitting proposals to augment the Ryan White funding, and hopes to double the funding currently received through Ryan White funding mechanisms.

The proposed project will provide medical and non-medical case management services on an individual basis. The project will provide 5,178 office case management units by a Behavioral Health Technician (BHT, paraprofessional), 800 office case management units by a Behavioral Health Professional (BHP, Masters level Therapist), 1,200 home or non-office units by a BHT, and 200 home and non-office units by a BHP.

ATTACHMENT A

Application

Organization: Chicanos Por La Causa, Inc.
 Address: 1046 East Buckeye Road
 City: Phoenix State: AZ Zip: 85034
 Telephone: 602-254-4827
 Executive Director/CEO: Edmundo Hidalgo
 Person completing this form: Maclovía Zepeda Contact Telephone: 602-254-4827

Legal Status: ☒ Non profit 501-C3 ☐ Corporation ☐ LLC ☐ Partnership ☐ Other: _____

Years in Business: 38

Maricopa County Vendor Registration Complete: ☒ Yes ☐ No Vendor Number: W000007607

Number of paid staff (FTE) in your entire organization:

Number of volunteer staff in your entire organization:

Do you meet the insurance requirements as described in Section 4.10 of this proposal: ☒ Yes ☐ No

If no, will you be able to meet the requirements upon contract approval: ☐ Yes ☐ No

Audit Requirements as described in Section 4.22:

In compliance with OMB Circular A-102 ☒ Yes ☐ No ☐ N/A

In compliance with OMB Circular A-110 ☒ Yes ☐ No ☐ N/A

In compliance with OMB Circular A-122 ☒ Yes ☐ No ☐ N/A

In compliance with OMB Circular A-87 ☒ Yes ☐ No ☐ N/A

In compliance with OMB Circular A-21 ☒ Yes ☐ No ☐ N/A

In compliance with OMB Circular A-133 ☒ Yes ☐ No ☐ N/A

If N/A on any please explain:

In compliance with the records retention policies as described in Section 4.31? ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

Do you have a written Equal Opportunity Employment Policy Section 4.43? ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

In compliance with cultural competency as described in Section 4.50 ? ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

Understand the requirements for using the CAREWare central database system as described in Section 4.51 ☒ Yes

☐ No

If no, describe how you will meet this contract requirement:

In compliance with confidentiality policies as described in Section 4.55? ☒ Yes ☐ No

If no, describe how you will meet this contract requirement:

Do you receive grant funds for your programs: ☐ Yes ☒ No

If yes, please list who you receive the grants from and how long:

Grant Fund 1: Since:

Grant Fund 2: Since:

Grant Fund 3: Since:

SERVICE PROVIDER APPLICATION

Do you have a financial system in place that will allow you to separate income and expenditures related to each grant and general funds: ☒ Yes ☐ No

If yes, Describe system: Chicanos Por La Causa, Inc. uses computerized accounting software for all of its financial tracking and reporting. The software is a Windows-based, SQL product called Blackbaud, Financial Edge.

If no, describe how you would be able to implement a system:

Do you have a financial system in place that will allow you to perform third party billing to ensure that funds used under this contract are the payer of last resort? ☒ Yes ☐ No

If no, describe how you would be able to implement a system for this:

**ATTACHMENT B
Pricing & Budget Form**

**NAME OF
ORGANIZATION:**

Chicanos Por La Causa Inc.

Fed. Employee ID #
(FEIN)

86-0227210

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SERVICE CATEGORY

Case Management

GRANT PERIOD:

03/01/2008

Start Date

02/28/2009

End Date

AMOUNT

\$

145,000.00

(Section I)

Organization

Chicanos Por La Causa Inc.

Contract Number

(Enter Contract #)

Service Category

Case Management

Grant Period

March-08

Through

February-09

Narrative of Grant:

Provides a range of client centered services that link clients with primary HIV medical care, psychosocial and other services to insure timely, coordinated access to medically appropriate levels of health and support services, continuity of care, ongoing assessment of the client's and other family members's needs and personal support systems and a linkage that expedites discharge, as medically appropriate from inpatient facilities. Key activities include initial comprehensive assessment of the client's needs and personal support systems.

(Section II)

Budget Requested:

\$

145,000.00

Operating Expenses			Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries	2.43 FTE	\$-	\$83,806.94	\$83,806.94
Personnel:	Fringe/Benefits		-	19,954.43	19,954.43

Subtotal: Personnel

-	103,761.38	103,761.38
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Other Direct Costs

Travel		-	8,930.25	8,930.25
Supplies		-	12,451.04	12,451.04
Equipment		-		
Contractual		-	-	-
Program Support		-	5,357.33	5,357.33
Other Professional Services		-	-	-

Subtotal: Other Direct Costs		-	26,738.62	26,738.62
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Total Operating Expenses		-	130,500.00	130,500.00
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(Personnel and Other Direct Costs)

Indirect Costs		14,500.00		14,500.00
Indirect Rate		10%		

(Providers claiming an indirect cost must submit their most current negotiated

indirect cost rate issued by the cognizant federal agency.)

Total Costs of Grant	(Percent of Total)	14,500.00	130,500.00	\$145,000.00
(Total Operating Expenses plus Indirect Costs)		10%	0%	

**GRANT
BALANCE**

(Grant Revenue less Total Costs of Grant)

\$0.00

The Grant balance must equal zero

Finance Approval _____ Date: _____


Exec. Director Approval _____ Date: _____

Administrative Agent _____ Date: _____

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The following tabs are to be used to update the Budget Cover Sheet.

All backup is required with each grant.

 These cells indicate provider required entry.

Personnel All staff paid in full or part from this Ryan White Title I grant are to be listed in the following chart.

Staffing		Provider Entry	Auto Calculation								
(C)	(C - a)	(D)	(E)	(F) = (A)*(E)*(D)	(G) = (F)*(B)	(H)	(I)	(J) = (F)*(I)	(K) = (G) * (I)	(L) = (F) - (J)	(M) = (G) - (k)
Staffing Chicanos Por La Causa Inc. Case Management											
Position Title	Last Name	FTE	Rate	Gross Applied to grant per FTE	Benefits Applied to grant per FTE	Job Status	Percent applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
Case Manager/BH T	Moreno	0.55	15.22	17,411.68	4,145.72	D	0%	-	-	17,411.68	4,145.72
Staff will be responsible for providing case mangament services to ensure timely, coordinated access to medically appropriate levels of health and support services. Mr. Moreno will be assigned to contract at 0.55 FTE. Mr. Moreno will have a case load of 15-25 high maintance and low maintance clients.											
Case Manager/BH T	Madero	0.7	15.22	22,160.32	5,276.37	D	0%	-	-	22,160.32	5,276.37
Staff will be responsible for providing case mangament services to ensure timely, coordinated access to medically appropriate levels of health and support services. Ms. Madero will be assigned to contract at 0.70 FTE. Ms. Madero will have 20-35 high maintance and low maintance cases.											
Behavioral Health Specialist	Tapia	0.14	29.92	8,712.70	2,074.49	0	0%	-	-	8,712.70	2,074.49
Staff will be responsible for providing case mangament services to ensure timely, coordinated access to medically appropriate levels of health and support services. Mr. Tapia will be assigned to the contract at 0.14 FTE. Mr. Tapia will provide professional CM services to CM clients that come in for services directly from Mr. Tapia that will lead to professional referrals pertaining to additional behavioral health services and coordinating referrals to referring agency and with agency's primary case manager.											
Behavioral Health Specialist	Morlaes	0.15	27.82	8,679.84	2,066.67		0%	-	-	8,679.84	2,066.67
Staff will be responsible for providing case mangament services to ensure timely, coordinated access to medically appropriate levels of health and support services. Ms. Morales will be assigned to the contract at 0.15 FTF. Ms. Morales will concentrate efforts on supplemental case management services as well as establishing new resources for cases based on immediate need.											
Specialist	TBA	0.89	14.5	26,842.40	6,391.18			-	-	26,842.40	6,391.18

(A)	Calculating Annual Salary	2080
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(Rate x Annual Hours)

Benefits	
Benefits	Percent
FICA	6.20%
Medicare	1.45%
Workers Comp	0.93%
Unemployment	0.94%
Disability	0.29%
Medical Ins.	6.00%
Dental	1.00%
Retirement	7.00%

Staff will be responsible for provide case management services to ensure timely, coordinated accdss to medically appropriate levels of health and support services. This particular position will be assigned at 0.89 FTE. An additonal case manager is needed to for the growing demands of CM needs for the 2008-2009 fiscal year. As well this position will be crucial in the re-linkage of out-of-care consumers and working closely with the outreach specialist to ensure linkage into CM.

TOTAL	23.81%
-------	--------

				-	-			-	-	-	-
				-	-		0%	-	-	-	-
TOTAL		2.43		83,806.94	19,954.43			-	-	83,806.94	19,954.43

(Admin)
(Direct
Service)

2.43

(N) = (D)*
(I)
(O) = (D) *
(1-I))

Percent
FTE

(P) = (N) / ((N)
+ (O)
(Q) = (O) / ((N)
+ (O)

TRAVEL

Travel can be budgeted for the cost of staff mileage and other travel associated with Ryan White CARE Act Title I funds.

- 1 Mileage** Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant.

	(A)	(B)	(C)	(D) = (B)*(C)*(A)	(E)	(F)	(G)	
Mileage Chicanos Por La Causa Inc. Case Management								
	FTE	Annual Miles Budgeted (Per 1 FTE)	Miles Applied to Grant	Budget \$0.49	Admin	Direct Svc	Description	
1	Admin	0	0	\$-	-	-		
2	Direct Svc	2.43	7500	18225	8,930.25	\$8,930.25	Milage for staff to conduct home visits @0.49 per mile.	
	TOTAL		7500	18225	8,930.25	-	8,930.25	\$8,930.25

(Total Miles applied to this grant)

(B) Note - Budget annual mileage for 1 FTE.

2 Other Allowable Travel

At this time, Maricopa County Department of Public Health has determined that costs included in this section are Administrative Costs.

	(A)	(B)	(C)	(D) = (B)+(C)	(E) = (D)	(F)	(G)
Other Allowable Travel Chicanos Por La Causa Inc. Case Management							
	Dates of Travel	Cost Line Item	Cost Line Item	Total Budget	Admin	Direct Service	Description
1		\$-	\$-	-	-	0	
	Description					0	
2		\$-	\$-	-	-	0	
	Description					0	
3		\$-	\$-	-	-	0	
	Description					0	
				-	-	-	\$-

	Admin	Direct Service	Total
SUMMARY (Travel)	-	8,930.25	8,930.25

The supplies line item is used to budget funds for supplies used in the operations of the budget. This category can include general office supplies and program/medical supplies.

General Office Supplies:

includes pens, paper, toner, etc.

(Apply at FTE Ratio)

1

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
General Office Supplies Chicanos Por La Causa Inc. Case Management					
Item	Annual Budget	Admin 0%	Direct Service	Total	Narrative
1 toner (copier, printer and fax)	2,000	-	2,000.00	2,000.00	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		-	2,000.00	TOTAL	\$2,000.00

2

Program Supplies

Program Supplies have been deemed Direct Service.

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
Program Supplies Chicanos Por La Causa Inc. Case Management						
Description	Annual Budget	Admin	Direct			Narrative
1 Paper	3000	0	3,000.00			To be used for clinical documentation
2 Pen/pencils/no tepads	851.04		851.04			To be used for clinical documentation
3 Files for Charts	2000		2,000.00			To be used for the storage of clinical documentation
4 Business Cards	1000		1,000.00			For the distribution for new contact information for consumers
5			-			
			-			
	TOTAL	-	6,851.04	TOTAL		\$6,851.04

Equipment less than \$1,000 -
includes computers, fax machines,
shredders, and adding machines to be
used in the operations of this grant.

(Apply at FTE Ratio)

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
Equipment less than \$1,000 Chicanos Por La Causa Inc. Case Management					
Description	Allocated Budget	Admin 0%	Direct Service	Total	Narrative
1 Printer	200	-	200.00	200.00	To be used by case managers for clinical documentation.
2 Fax Machine	200	-	200.00	200.00	Transmit documents for clients
3 Lap Top	1000	-	1,000.00	1,000.00	To be used for documentation for clients when out on non-office visits.
4 Night answering machine	200	-	200.00	200.00	To purchase a night answering system that will enable staff to engage consumers through hotlines/referrals after hours and weekend.
5 Computer	1000	-	1,000.00	1,000.00	To be used for client documentation
Copier	1000	-	1,000.00	1,000.00	To be used for the duplication of client documentation
TOTAL		-	3,600.00	TOTAL	\$3,600.00

Summary

-

12,451.04

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant.

Equipment greater than \$1,000

- 1 Equipment greater than \$1,000 - Include large equipment necessary to be used in the operations of this grant. Please note that there are more requirements for approval.

	(A)	(B)	(c)	(D) = (B * (1 - (C))	(D) = (B) + (C)	(E)
	Equipment greater than \$1,000 Chicanos Por La Causa Inc. Case Management					
	Item Budgeted	Amount Budgeted	Admin	Direct Service	Total	Narrative
			0%			
1			-	-	-	
2			-	-	-	
3			-	-		
4			-	-		
5			-	-		
			-	-		
	TOTAL		-	-	TOTAL	\$-

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.

This budget category includes payments to outside consultants and temporary services. Use this section for both professional and clerical support.

Consulting

1 Consulting - Include any payments anticipated for consulting and capacity building services

Consulting Chicanos Por La Causa Inc. Case Management							
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service
1		0	-	0%	-	-	
Licenses / qualifications							
Narrative							
2	0	0	-	0%	-	-	
Licenses / qualifications							
Narrative							
3			-		-	-	
Licenses / qualifications							
Narrative							
4							
				TOTAL	-	-	\$-

Subcontracts

- 2 Include any payments for subcontracts to provide services under this grant.

Backup is required for each subcontract listed in this section.
Maricopa County Department of Public Health

will enforce the 10% administrative Cost Cap established by HRSA for first-line entities receiving Title I funds.

Subcontracts Chicanos Por La Causa Inc. Case Management							
Contract Provider	Units/Hours Budgeted	Quoted Rate	Total Budget	Admin Rate	Admin Budget	Direct Service	Dates of Service
1 Delta			-	0%	-	-	
Service(s) Provided							
Narrative							
2			-		-	-	
Service(s) Provided							
Narrative							
3			-		-	-	
Service(s) Provided							
Narrative							
				TOTAL	-	-	\$-

Other Program Support

1 Telephone

Telephone Chicanos Por La Causa Inc. Case Management					
Description	Annual Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1 Cell Phones	2000	-	2,000.00	2,000.00	For the purchase of PDA phones for CM staff. Used for the client appointment tracking, mileage tracking and internet onsite access when conducting hospital or home visits.
2 Direct Line	500	-	500.00	500.00	\$125 x 12 months for staff
3 Phone Plan and Internet service	1500	-	1,500.00		To be used for the investigation of other resources
		-	-		
TOTAL		-	4,000.00	TOTAL	\$4,000.00

2 Copy/Duplicating

Copy/Duplicating Chicanos Por La Causa Inc. Case Management					
Description	Budget	Admin 0%	Direct Service	Total	Narrative Justification
Program Brochures					
1 Program Brochures	1320.33		1,320.33	1,320.33	For the distribution of RW agency services for referrals
Other Copying/Duplicating					
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
TOTAL		-	1,320.33	TOTAL	\$1,320.33

Budget Category 6 4

3 Postage

Postage Chicanos Por La Causa Inc. Case Management					
Description	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1 1 roll of postage	37	-	37.00	37.00	for follow up for clients
		-	-		
TOTAL		-	37.00	TOTAL	\$37.00

4 Utilities

Utilities have been deemed 100% administrative. (Ruling 6.6.B05)

Utilities Chicanos Por La Causa Inc. Case Management					
Description	Amount Budgeted	Admin 0%	Direct Service	Total	Narrative Justification
1		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 Other Program Support

Other Program Support Chicanos Por La Causa Inc. Case Management					
Description	Budgeted Amount	Admin 0%	Direct Service	Total	Narrative
1	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

1 Audit/Accounting/Finance

Audit/Accounting/Finance Chicanos Por La Causa Inc. Case Management							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description
a	0	0	-		-		
Cost Method Used							
Budget Justification							
b			-		-		
Cost Method Used							
Budget Justification							
c					-		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

2 Insurance

Insurance Chicanos Por La Causa Inc. Case Management							
Insurance Type	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a	0	0%	-		-		
Cost Method Used							
Budget Justification							
b	0	0%	-		-		
Cost Method Used							
Budget Justification							
c		0%	-		-		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

3 Rent/Space

a	Rent/Space Chicanos Por La Causa Inc. Case Management									
	Provider	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description		
		0	0%	-		-				
	Cost Method Used									
	Budget Justification									
					TOTAL	-		\$	-	

4 Other Professional Service

Other Professional Service Chicanos Por La Causa Inc. Case Management							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description
a	0	0	-	0%	-	-	
	Cost Method Used						
	Budget Justification						
b			-		-	-	
	Cost Method Used						
	Budget Justification						
c					-	-	
	Cost Method Used						
	Budget Justification						
			-	TOTAL	-	-	\$ -

Instructions: Complete the yellow sections for this template. All information will be linked to the Unit Cost sheet of this work book
 This sheet allows for planning and cost calculations for services to be provided under this grant.
 Providers may utilize this sheet to determine costs of units that they are proposing for the contract.
 Providers also have the option to utilize the Unit Cost Narrative sheet at the end of this workbook.

Organization Name:

Chicanos Por La Causa
Inc.

Contract:

Medial and Non-Medical
Case Management

	(A) Activity (From Work Statement)	(B) Product / Unit Name	(C) Number of Units Proposed	(D) Proposed Fee Per Product/D eliverable	Schedule of Deliverables												(E) Total Payment Per Objective/Acti vity
					Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
1	Face to face	Office- BHT	5,178	170.81	431.5	431.5	431.5	431.5	431.5	431.5	431.5	431.5	431.5	431.5	431.5	431.5	884,442.05
2	Face to face	Home- BHT	1,200	158.10	100	100	100	100	100	100	100	100	100	100	100	100	189,718.27
3	Face to face	Office- BHP	800	#REF!	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	66.6	#REF!
4		Home- BHP	200	#REF!	16.6	16.6	16.6	16.6	16.6	16.6	16.6	16.6	16.6	16.6	16.6	16.6	#REF!
5			-	-													-
6			-	-													-
7			-	-													-
8			-	-													-
TOTAL			7,378		615	615	615	615	615	615	615	615	615	615	615	615	

#REF!
\$145,000.00
#REF!
(Over Budget)

- (A) From the Work Statement - enter which activity this unit relates to.
 (B) Product/Unit Name - Enter the name that identifies this unit.
 (C) Enter the number of units proposed for the contract year.
 (D) This fee calculates automatically, based on the budget and unit cost from the Unit Cost Worksheet.
 Schedule of Deliverables Enter the number of units BY MONTH proposed in the corresponding column and row.
 (E) This calculates the total amount budgeted, based on proposed units x proposed fee, for this contract.

1

Unit of Service (Name)
Unit Definition (Describe the Unit)

Office- BHT

1 unit =15 minutes. Medical and Non-Medical. During proposed unit of service, services will provided such as the following; ongoing assessment, linkages to medical care and other HIV supportive services, discharge planning, food box deliveries and other referrals based on client need.

Units Proposed

5178

Percent of Total

70%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Behavioral Health Tech	Care planning	20.53	4.89	25	60	25.42
Behavioral Health Tech	Referrals to appropriate source	20.53	4.89	25	60	25.42
Behavioral Health Tech	Food box delivery	20.53	4.89	25	90	38.13
Behavioral Health Tech	medication adherence	20.53	4.89	25	60	25.42
Behavioral Health Tech	intervention	20.53	4.89	25	60	25.42
Behavioral Health Tech	coordinating care with other HIV providers	20.53	4.89	25	60	25.42
						165.22

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total	
8,930.25	5,178	70%	1.21
12,451.04			1.69
-			-
-			-
5,357.33			0.73
-			-
			168.84

Administrative Costs

Salaries

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
-	-	-	70%	5,178.00	-
Total Admin Labor Cost					-

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total	
-	5,178	70%	-
-			-
-			-
-			-
-			-
-			-
			-

Indirect

14,500.00

1.97

170.81

2

Unit of Service (Name)
Unit Definition (Describe the Unit)

Home- BHT

1 unit = 15 minutes. Medical and Non-Medical. During proposed unit of service, services will be provided as ongoing assessments, linkages to medical care and other HIV supportive services, discharge planning, food box deliveries and other referrals based on client need.

Units Proposed

1200

Percent of Total

16%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Behavioral Health Tech	medication adherence	20.53	4.89	25	60	25.42
Behavioral Health Tech	Development of care planning with consumers	20.53	4.89	25	60	25.42
Behavioral Health Tech	food box delivery	20.53	4.89	25	60	25.42
Behavioral Health Tech	Referrals to other HIV supportive services	20.53	4.89	25	60	25.42
Behavioral Health Tech	Client Advocacy	20.53	4.89	25	60	25.42
Behavioral Health Tech	Intake/Assessment	20.53	4.89	25	60	25.42
						152.51

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total	
8,930.25	1,200	16%	1.21
12,451.04			1.69
-			-
-			-
5,357.33			0.73
-			-
			156.13

Administrative Costs

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
-	-	-	16%	1,200.00	-
Total Admin Labor Cost					-

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total	
-	1,200	16%	-
-			-
-			-
-			-
-			-
-			-
			-

Indirect

14,500.00

1.97

158.10

3

Unit of Service (Name)
Unit Definition (Describe the Unit)

Office- BHP

1 unit = 15 minutes. Medical and Non-Medical. During proposed unit of service, services will be provided such as ongoing assessments, linkages to medical care and other HIV supportive services, discharge planning food box deliveries and other referrals based on client need.

Units Proposed

800

Percent of Total

11%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Behavioral Health Professional	Referrals for appropriate need	20.53	4.89	25	60	25.42
Behavioral Health Professional	Development of care planning with consumer	20.53	4.89	25	60	25.42
Behavioral Health Professional	medication adherence	20.53	4.89	25	60	25.42
Behavioral Health Professional	Referrals to other HIV supportive services	20.53	4.89	25	60	25.42
Behavioral Health Professional	Client advocacy	20.53	4.89	25	60	25.42
Behavioral Health Professional	Intake/Assessment	20.53	4.89	25	80	33.89
						160.98

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total	
8,930.25	800	11%	1.21
12,451.04			1.69
-			-
-			-
5,357.33			0.73
-			-
			164.61

Administrative Costs

Salaries

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
-	-	-	11%	800.00	-
Total Admin Labor Cost					-

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total	
-	800	11%	-
-			-
-			-
-			-
-			-
-			-
			-

Indirect

14,500.00

1.97

166.57

4

Unit of Service (Name)
Unit Definition (Describe the Unit)

Home- BHP

1 unit = 15 minutes. Medical and Non-Medical. During proposed unit of service, services will be provided such as ongoing assessments, linkages to medical care and other HIV supportive services, medical adherence and other referrals based on client need.

Units Proposed

200

Percent of Total

3%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Behavioral Health Professional	Care planning	20.53	4.89	25	60	25.42
Behavioral Health Professional	referrals to appropriate source	20.53	4.89	25	60	25.42
Behavioral Health Professional	medication adherence	20.53	4.89	25	60	25.42
Behavioral Health Professional	intervention	20.53	4.89	25	60	25.42
Behavioral Health Professional	coordinating care with other HIV providers	20.53	4.89	25	60	25.42
Behavioral Health Professional	care delivery	20.53	4.89	25	60	25.42
						152.51

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total	
8,930.25	200	3%	1.21
12,451.04			1.69
-			-
-			-
5,357.33			0.73
-			-
			156.13

Administrative Costs

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
-	-	-	3%	200.00	-

Total Admin Labor Cost

-

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total	
-	200	3%	-
-			-
-			-
-			-
-			-
-			-
			-

Indirect

14,500.00

1.97

158.10

5

Unit of Service (Name)
Unit Definition (Describe the Unit)

0

Units Proposed

0

Percent of Total

0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total
8,930.25	-	0%
12,451.04		
-		
-		
5,357.33		
-		

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

Administrative Costs

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
-	-	-	0%	-	#DIV/0!

Salaries

Total Admin Labor Cost

#DIV/0!

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total
-	-	0%
-		
-		
-		
-		
-		

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

#DIV/0!

Indirect

14,500.00

#DIV/0!

#DIV/0!

6

Unit of Service (Name)
Unit Definition (Describe
the Unit)

0

Units Proposed
Percent of Total

0

0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total		
8,930.25	-	0%		#DIV/0!
12,451.04				#DIV/0!
-				#DIV/0!
-				#DIV/0!
5,357.33				#DIV/0!
-				#DIV/0!
				#DIV/0!

Administrative Costs

Salaries

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
-	-	-	0%	-	#DIV/0!
Total Admin Labor Cost					#DIV/0!

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total		
-	-	0%		#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
				#DIV/0!

Indirect

14,500.00

7

Unit of Service (Name)
Unit Definition (Describe
the Unit)

0

Units Proposed
Percent of Total

0

0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total		
8,930.25	-	0%		#DIV/0!
12,451.04				#DIV/0!
-				#DIV/0!
-				#DIV/0!
5,357.33				#DIV/0!
-				#DIV/0!
				#DIV/0!

Administrative Costs

Salaries

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
-	-	-	0%	-	#DIV/0!
Total Admin Labor Cost					#DIV/0!

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total		
-	-	0%		#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
				#DIV/0!

Indirect

14,500.00

#DIV/0!

#DIV/0!

8

Unit of Service (Name)
Unit Definition (Describe the Unit)

0

Units Proposed
Percent of Total

0

0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total		
8,930.25	-	0%		#DIV/0!
12,451.04				#DIV/0!
-				#DIV/0!
-				#DIV/0!
5,357.33				#DIV/0!
-				#DIV/0!
				#DIV/0!

Administrative Costs

Salaries

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
-	-	-	0%	-	#DIV/0!
Total Admin Labor Cost					#DIV/0!

Other Direct Costs

Travel

Supplies

Equipment

Contractual

PS

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total		
-	-	0%		#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
-				#DIV/0!
				#DIV/0!

Indirect

14,500.00

#DIV/0!

#DIV/0!

Instructions: Use this worksheet to submit manual calculations of proposed reimbursement rates for services provided under this grant.

Complete one section for each unit of service proposed. (i.e, face-to-face visit)

It is the Provider's responsibility to adequately identify costs associated with this service.

Unallowable and/or unnecessary costs will be rejected by MCDPH.

Unit Name:

Medical Case Management- Behavioral Health Tech - Office

Definition:

Provides face to face case managemnt to coordinate referrals to core services and reevaluate care plan that are focused on the coordination of client's needs and clinical requirments. This includes face to face contact with clients, client's representatives and providers on behalf of client.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 unit = 15 minutes

Reimbursement Rate Requested:

\$18.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(Use this section to justify the rate at which you are requesting to be reimbursed.)

(PER UNIT)

	Description of Cost		Narrative Justification
1	1 unit = 15 minutes	\$18	This cost is based on 2006 AHCCCS reimbursement rates.Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total

18.00

Description of Cost

Identify the cost associated with providing this cost.

(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Briefly describe how this cost was calculated, the reason for this

Justification

cost, and any other information relevant to justify the cost.

any other information relevant to justify this cost.

Unit Name:	Medical Case Management - Behavioral Health Professional- Office
Definition:	Provides face to face case management to coordinate referrals to core services and reevaluate care plan that are focused on the coordination of client's needs and clinical requirements. This includes face to face contact with clients, client's representatives and providers on behalf of client. Services are provided by a professional licensed provider. Y

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:	1 unit = 15 minutes
-------------------	---------------------

Reimbursement Rate Requested: **\$ 21.00** (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1	Each office/individual unit will be 15 minutes.	21.00	This rate is based on the 2006 AHCCCS reimbursement rate for a non-licensed behavioral health tech and Arizona's Regional Behavioral Health Authority (Value Options) . Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	21.00	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:

Definition:

Medical Case Management - Behavioral Health Tech- Non-Office
Provides face to face case management to coordinate referrals to core services and reevaluate care plan that are focused on the coordination of client's needs and clinical requirements.. This includes face to face contact with clients, client's representatives and Yproviders on behalf of client.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 unit = 15 minutes

Reimbursement Rate Requested:

\$ 25.00

(enter the rate at which you are submitting to be
\$ - reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	Each unit will be 15 minutes	25.00	Reimbursement rate is based on 2006 AHCCCS rates for non-liscensed behavioral health tech.Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total

25.00

Description of Cost

Identify the cost associated with providing this cost.

(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this

cost, and any other information relevant to justify the cost.

any other information relevant to justify this cost.

Unit Name:

Definition:

Medical Case Management - Behavioral Health Professional- Non Office
Provides face to face case management to coordinate referrals to core services and reevalutae care plan that are focused on the coordination of client's needs and clinical requirments. This includes face to fact contact with clients, client's representative and providers on behalf of client. Services are provided by a licensed professional. Y

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 unit = 15 minutes

Reimbursement Rate Requested:

\$ 33.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	Each professional office case management unit will be 15 minutes	33.00	This rate is base on the 2006 AHCCS reimbursement rate for a licensed behavioral health professional as well as the Arizona's Regional Behavioral Health Authority (Value Options). Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	33.00	

Description of Cost

Identify the cost associated with providing this cost.

(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:	Other Medical Case Management Behavioral HealthTech- Office
Definition:	Provides non face to face case management to review, coordinate referrals to core services. This includes telephone contacts with client, client's representative and providers on client's behalf.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:	1 unit = 15 minutes
-------------------	---------------------

Reimbursement Rate Requested: **\$ 18.00** (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1	Each unit will be 15 minutes	18.00	This rate is based on 2006 AHCCCS reimbursement rate as well as Arizona's Regional Behavioral Health Authority (Value Options) rate for Behavioral Health Professional. Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total 18.00

Description of Cost Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)

Cost Input the amount PER UNIT

Narrative Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.

Justification any other information relevant to justify this cost.

Unit Name:

Definition:

Other Medical Case Management - Behavioral Health Professional Office
Provides non face to face case management to reivew, coordinate referrals to core services. This includes telephone contacts with client, client's representative and providers on behalf of client. Services are provided by a licensed professional.Y

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 unit = 15 minutes

Reimbursement Rate Requested:

\$ 21.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	1 unit = 15 min	21.00	This rate is based on 2006 AHCCCS reimbursement rates.Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total

21.00

Description of Cost

Identify the cost associated with providing this cost.

(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this

cost, and any other information relevant to justify the cost.

any other information relevant to justify this cost.

Unit Name:

Definition:

Other Medical Case Management- Behavioral Health Tech- NonOffice
Provides face t face case management to review, coordinate referrals to core servcies. This includes telephone contacts woth client, cleints representatives and proviYders on behalf of client.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 unit = 15 min

Reimbursement Rate Requested:

\$ 25.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	1 unit = 15 minutes	25.00	This rate is based on 2006 AHCCCS remimbursement rates. Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	25.00	

Description of Cost

Identify the cost associated with providing this cost.

(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this

cost, and any other information relevant to justify the cost.

any other information relevant to justify this cost.

Unit Name:

Definition:

Other Medical Case Management- Behavioral Health Professional- Non Office
Provides non face to face case management to review, coordinate referrals to core services. This includes telephone contacts with referrals to core services. This includes telephone contact with client, clients representatives and providers on behalf of client.Y

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 unit = 15 min

Reimbursement Rate Requested:

\$ 33.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	1 unit = 15 min	33.00	This rate is based on 2006 AHCCCS remimbursent rate. Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	33.00	

Description of Cost

Identify the cost associated with providing this cost.

(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this

cost, and any other information relevant to justify the cost.

any other information relevant to justify this cost.

Unit Name:	Non-Medical Case Management- Behavioral Health Tech- Office
Definition:	Provides face to face case mangament to reivew, coordinate referrals focused on psychosocial and or supportive services. This includes face to face with client, client's representative and providers on client behalf.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:	1 unit = 15 min
-------------------	-----------------

Reimbursement Rate Requested: **\$ 18.00** (enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost: (Use this section to justify the rate at which you are requesting to be reimbursed.)
(PER UNIT)

	Description of Cost	Cost	Narrative Justification
1	1 unit = 15 min	18.00	This rate is based on 2006 AHCCS remimbursment rate. Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10	Total	18.00	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:

Definition:

Non-Medical Case Mangement- Behavioral HealthProfessional- Office
Provides face to face case management to review coordinate referrals focused on psychosocial and or support services. This includes face to face with clients, client's representative and providers. Services provided by a licensed professional.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 unit = 15 min

Reimbursement Rate Requested:

\$ 21.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	1 unit = 15 min	21.00	This rate is based on 2006 AHCCCS rates. Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	21.00	

Description of Cost

Identify the cost associated with providing this cost.

(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this

cost, and any other information relevant to justify the cost.

any other information relevant to justify this cost.

Unit Name:

Definition:

Non-Medical Case Management- Behavioral Health Professional- Office
Provides face to face case management to review, coordinate referrals focused on psychosocial and or support services. This includes face to face with client, client's representative and providers. This service is provided by licensed professional.

(Briefly describe and define the unit of service that you are proposing)

Unit

Measurement:

1 unit = 15 min

Reimbursement Rate Requested:

\$ 33.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	1 unit = 15 min	33.00	This rate is based on 2006 AHCCCS rate.Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			

Unit Name:

Definition:

Other Non-Medical Case Management- Behavioral Health Tech- Office
Provides non-face to face activities including phone on behalf of client for psycho-social and support services.

(Briefly describe and define the unit of service that you are proposing)

Unit

Measurement:

1 unit = 15 min

Reimbursement Rate Requested:

\$ 18.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	1 unit = 15 min	18.00	This rate is based on 2006 AHCCCS rate. Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			

Unit Name:

Definition:

Other non-Medical Case Management Behavioral Health Professional- Office
Provides non-face to face activities including phone on behalf of client for psychodocial and or support services.. Services provided by a licensed professional

(Briefly describe and define the unit of service that you are proposing)

Unit

Measurement:

1 unit = 15 min

Reimbursement Rate Requested:

\$ 21.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

Description of
Cost

Cost

Narrative Justification

1	1 unit = 15 min	21.00	This rate is based on 2006 AHCCCS rate. Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			

Unit Name:

Definition:

Other Non- Medical Case Management Behavioral Health Tech- Non Office
Provides non face to face activites including phone on behalf of client focused on psychosocial and or support services. This includes face to face with client, clients representative and providers on client behalf.

(Briefly describe and define the unit of service that you are proposing)

Unit

Measurement:

1 unit = 15 min

Reimbursement Rate Requested:

\$ 25.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	1 unit = 15 min	25.00	This rate is based on 2006 AHCCCS rate.Fee includes capabilities to provide services in Spanish
2			
3			
4			
5			
6			
7			
8			
9			
10			

Other Non- Medical Case Management Behavioral Health Professional- Non Office
Provides non face to face activites including phone on behalf of client focused on psychosocial and or support services. This includes face to face with client, clients representative and providers on client behalf. Services Provided by licensed professional.

(Briefly describe and define the unit of service that you are proposing)

1 unit = 15 min

\$ 33.00

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
	1 unit = 15 min	33.00	This rate is based on 2006 AHCCCS rate.Fee includes capabilities to provide services in Spanish

**ATTACHMENT C
Work Plan
FY 2006/2007**

Chicanos Por La Causa Inc. **FY 2008/2009 WORK PLAN FOR** Medical and Non-Medical Case Management

Performance Measure FY 2008/2009

- | | | |
|---|------------------------------------|---|
| 1) Number of new clients = 10 | 4) | |
| 2) Number of returning clients = 78 | 5) | = |
| 3) Face to Face visits 5178 = units | 6) % of compliance = 90-100 | |
| | 7) Total # unduplicated clients | |

Challenge: The provision of CM services for undocumented. Day by day resources become very limited and now require documentation such as birth certificates and social security cards..

Goal: Provides a full range of client centered services that will review, coordinate referrals to core and/or support services and reevaluate care plan focused on coordination of care.

OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<p>Objective 1: To offer a detailed CM intake/assessment and medical case management services to 10 new consumers and a total of 78 case management consumers.</p> <p>Offer a detailed CM intake/assessment to 30 returning clients.</p> <p>4,426 of CM medical units of services will be conducted.</p>	<p>The project will: Determine eligibility for Ryan White Part A services, schedule face-to-face contacts with clients and to provide other contacts to primary medical physicians, follow up care, BH to develop a CM care plan that will assist the client in leaving with the disease and taught how to navigate the health care system.</p>	<p>Narrative Measure Statement: This objective will be measured by the monthly submission of units reported. The project will provide a total of 3586 office units and 840 non-office units for the 2008-2009 fiscal year.</p> <p>MEDICAL CASE MANAGEMENT Service Unit Name:</p> <ol style="list-style-type: none"> Medical Case Management- Face to Face Medical Case Management- Non Face to Face Medical Case Management- Phone <p>Service Unit Description:</p> <ol style="list-style-type: none"> All Office units – 1 unit = 15 min All non- office or home - 1 unit = 15 min <p>Units to be Provided:</p> <ol style="list-style-type: none"> 3106 office units by a BHT 720 non-office units by a BHT 480 office units by a BHP 120 non-office units by a BHP 	<p>This project will be implemented by providing case management activities to appropriate HIV health treatment. for all HIV-infected, Ryan White eligible individuals and under very limited circumstances, their families.</p> <p>Responsible staff: <i>Moreno- Case Manager at 0.55 FTE Direct service</i> <i>Madero-Case Manager at 0.70 FTE Direct Service</i> <i>Tapia- Clinician at 0.14 FTE Direct Service</i> <i>Morales- Clinician/Director at 0.15 FTE Direct Service</i> <i>TBA- Case Manager at 0.89 FTE Direct Service</i></p>

OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<p>Objective 3: To offer supportive case management to 52 consumers.</p> <p>2,952 of non-medical units of services will be conducted.</p>	<p>The project will: Provide supportive case management services to eligible consumers to review and coordinate referrals to psychosocial or other supportive services including transportation. This includes contacts with the client, the client's representatives and providers on behalf of client.</p>	<p>Narrative Measure Statement: This objective will be measured by the monthly submission of units reported. The project will provide a total of 2552 office units and 400 non-office units for the 2008-2009 fiscal year.</p> <p>NON-MEDICAL CASE MANAGEMENT Service Unit Name:</p> <ol style="list-style-type: none"> Non-Medical Case Management- Face to Face Non-Medical Case Management- Non Face to Face Non-Medical Case Management- Phone <p>Service Unit Description:</p> <ol style="list-style-type: none"> All Office units – 1 unit = 15 min All non- office or home - 1 unit = 15 min <p>Units to be Provided:</p> <ol style="list-style-type: none"> 2072 office units by a BHT 480 non-office units by a BHT 320 office units by a BHP 80 non-office units by a BHP 	<p>This project will be implemented by providing case management activities to appropriate HIV health treatment. for all HIV-infected, Ryan White eligible individuals and under very limited circumstances, their families</p> <p>Responsible staff: <i>Moreno- Case Manager at 0.55 FTE Direct service</i> <i>Madero-Case Manager at 0.70 FTE Direct Service</i> <i>Tapia- Clinician at 0.14 FTE Direct Service</i> <i>Morales- Clinician/Director at 0.15 FTE Direct Service</i> <i>TBA- Case Manager at 0.89 FTE Direct Service</i></p>

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PRICING SHEET: NIGP CODE 9487402

Terms: NET 30

Vendor Number: W0000007607 X

Telephone Number: 602/257-0700

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Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2014**.

AWARD EFFECTIVE MAY 29, 2008